

**MKP
LAW****Mary K. Prim, PLLC**
ATTORNEY AT LAWRECEIVED
FEDERAL ELECTION
COMMISSION

2014 JUN 20 PM 4:24

OFFICE OF GENERAL
COUNSEL

June 20, 2014

VIA FACSIMILE & US MAIL
(202) 219-3923Jeff S. Jordan, Esq., Assistant General Counsel
Office of General Counsel
Federal Elections Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: PENN LINE SERVICES, INC.'S RESPONSE TO COMPLAINT AND REQUEST FOR A FINDING OF NO REASON TO BELIEVE THE COMPLAINT SETS FORTH A POSSIBLE VIOLATION OF THE ACT, AND AS SUCH NO ACTION SHOULD BE TAKEN AGAINST PENN LINE
OR
IN THE ALTERNATIVE, IT REQUESTS THAT THE COMMISSION REFER THE MATTER TO ALTERNATIVE DISPUTE RESOLUTION
OR
IN THE ALTERNATIVE, IT REQUESTS THAT THE COMMISSION ENTER INTO PRE-PROBABLE CAUSE CONCILIATION
Jeffrey Richmond v. Penn Line Services, Inc.
MUR #6812

Dear Mr. Jordan:

Please accept this correspondence as Penn Line Services, Inc.'s ("Penn Line") response to the Complaint filed in MUR #6812, as well as Penn Line's request that this Commission execute its prosecutorial discretion to take no action against Penn Line and find that there is no reason to believe that the Complaint sets forth a possible violation of the Act. In the alternative, Penn Line respectfully requests that this Commission refer this matter to Alternative Dispute Resolution ("ADR") pursuant to its rules prior to any finding by the Commission unless the Commission determines that no further action should be taken. Finally, in the alternative, Penn Line requests that the Commission enter into pre-probable cause conciliation with it.

The present complaint filed by Jeffrey Richmond ("Richmond") arises from his employment with Penn Line as a laborer construction worker. Penn Line is a construction company that has been in business since 1940, and prides itself on being an ethical and law abiding business. Richmond was working on construction job sites for Penn Line. Richmond was terminated from employment in October of 2012. During the course of his employment with Penn Line, Richmond had gross earnings of 14,458.26 of which amount \$11.51 was sent for payment into the Laborers Political League ("LPL") now known as Liuna PAC) on his behalf. Ron Hill, Vice-president of Penn Line, was the corporate officer in charge of matters related to Richmond. Attached is an affidavit from

P: (304) 932-4333
F: (866) 205-4342
mary@maryprim.comPost Office Box 232
Scott Depot, West Virginia 25560
www.maryprim.comScan for Contact
Information.

18662054342

*Jeff S. Jordan, Esq., Assistant General Counsel
Office of General Counsel
Federal Elections Commission
Page 2*

Ron Hill setting forth the facts and circumstances regarding issues related to Richmond.

Richmond has filed three (3) separate actions against Penn Line complaining about his termination. The first action filed by Richmond against Penn Line was filed on December 28, 2012, in the Circuit Court of Kanawha County, West Virginia titled: Jeffrey L. Richmond v. Penn Line Corporation, Civil Action No.: 12-C-2567. A copy of the Complaint is attached hereto as Exhibit A. The matter was settled between Richmond and Penn Line which settlement was inclusive of all claims arising from Richmond's employment with Penn Line. Penn Line paid Richmond directly \$928.98 and paid Richmond's lawyer \$2,400.00. Attached as Exhibit B is a copy of the Settlement Agreement executed by Richmond. Furthermore, the case was dismissed with prejudice by the Honorable Tod J. Kaufman. Attached as Exhibit C is a copy of the Dismissal Order.

The second action filed by Richmond against Penn Line was filed on, or about January 7, 2013, in front of the United States Government, National Labor Relations Board, Region 09 ("NLRB") titled: Penn Line Service, Incorporated, Charged Party and Jeff Richmond, Charging Party; Case 09-CA-095986. Attached as Exhibit D is a copy of the Charges filed against Penn Line. On, or about January 7, 2013, Richmond also filed charges against the Laborers' International Union of North America, Local 453, AFL-CIO ("Local 453") titled: Laborers' International Union of North America, Local 453, AFL-CIO, Charged Party and Jeffrey Richmond, Charging Party; Case 9-CB-095975. Attached as Exhibit E is a copy of the Charges filed against Local 453. The matters were consolidated by NLRB Order.

Richmond alleged virtually the same facts and circumstances as he does in the present case, as he did in his NLRB charges against Penn Line and Local 453. In addition to other issues, Richmond litigated issues surrounding his termination in the NLRB proceeding against Penn Line. Penn Line and Local 453 settled their respective charges filed by Richmond, including payment by Penn Line to Richmond in the gross amount of \$10,401.77 which is broken down as follows:

\$ 9,000.00	Backpay
\$ 388.00	Medical Expenses
\$ 78.70	Uniforms
\$ 107.60	Interest
\$ 587.09	Union Dues
\$ 212.79	Laborers Organizing Fund ("LOF")
\$ 11.51	LPL
\$ 16.08	West Virginia Laborers' District Council Political Action Committee ("PAC")
\$10,401.77	Total

Attached as Exhibit F is a copy the Settlement Agreement, and the settlement check. It should be noted that Settlement Agreements and Notices to Employees required as part of NLRB settlements are not admissions of liability on behalf of the charged party. N.L.R.B. v. Bangor Plastics, Inc., 392 F.2d 772 (1967) (holding that settlement agreements are not admission of past liability).

Based upon information and belief, Local 453 paid monies to Richmond as part of its settlement with him including a reimbursement to him for monies paid into LPL on behalf of Richmond. Attached as Exhibit G is a copy of the Laborers settlement with Richmond. Therefore, based upon information and belief, Richmond may have been reimbursed two (2) times for payment into the LPL on his behalf; one time from Penn Line as part of its settlement with Richmond, and one time from the Laborers as part of its settlement with Richmond.

In addition, as part of the NLRB settlement, Richmond voluntarily declined reinstatement of employment with Penn Line. Furthermore, the settlement required Penn Line to expunge its internal records of all references of Richmond's discharge, and in fact, Penn Line has expunged its

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C. Users must download Digital Rights Management (DRM) software from the publisher's website to be able to use the software.

**FEDERAL ELECTION COMMISSION
UNITED STATES OF AMERICA**

Jeffrey Richmond,

Complainant,

and

Laborers' International Union,

and

Laborers' International Union, Local 453

and

Penn Line Services, Inc.,

Respondents.

MUR # 6812

AFFIDAVIT OF RON HILL

COMMONWEALTH OF PENNSYLVANIA,

COUNTY OF WESTMORELAND **TO-WIT:**

I, Ron Hill, after being first duly sworn, depose and state as follows:

1. I am the Vice-president for the Respondent, Penn Line Services, Inc. (hereinafter referred to as "Penn Line"). I have personal knowledge of the affairs of Penn Line.
2. Penn Line has been in business for over 70 year. Penn Line prides itself on being an ethical and law abiding company.
3. I was the corporate officer in charge of issues related to Richmond.
4. Richmond began working for Penn Line in July of 2012, and was terminated in October of 2012.
5. Any record of Richmond's discharge/termination in Penn Line's internal files has

been expunged.

6. The total amount of wages/fringe benefits earned by Richmond for the entire period of his employment with Penn Line was \$14,458.26.

7. The total amount of deductions for the Laborers Political League ("LPL") for Richmond was \$11.51 during the entire course of employment.

8. Richmond filed suit against Penn Line on December 28, 2012 in the Circuit Court of Kanawha County, West Virginia titled: Jeffrey L. Richmond v. Penn Line Corporation, Civil Action No.: 12-C-2567. Penn Line settled Richmond's claims and paid Richmond directly \$928.98 and paid Richmond's lawyer \$2,400.00.

9. On, or about January 7, 2013, Richmond filed charges against Penn Line in front of the United States Government, National Labor Relations Board, Region 09 ("NLRB") titled: Penn Line Service, Incorporated, Charged Party and Jeff Richmond, Charging Party; Case 09-CA-095986. Penn Line settled the charges filed against it by Richmond, including payment by Penn Line to Richmond in the gross amount as follows: \$9,000.00-Backpay; \$388.00-Medical Expenses \$78.70-Uniforms; \$107.60 Interest; \$587.09-Union Dues; \$212.79-Laborers Organizing Fund ("LOF"); \$11.51-Laborers Political League ("LPL"); and \$16.08-West Virginia Laborers' District Council Political Action Committee ("PAC"), for a total of \$10,401.77.

10. Also, as part of the NLRB settlement with Richmond, Penn Line agreed to reimburse all "Unit employees" of monies sent for payment into the LPL. There was only one (1) other employee, Daniel Schwartz, in the Unit with Richmond for a total of two (2) employees in Richmond's Unit. Mr. Schwartz was reimbursed the total of \$36.62 for payments sent to the LPL on his behalf. Mr. Schwartz did not file a complaint against Penn Line and continued working for Penn Line until July of 2013.

11. Penn Line has paid to Richmond, or on his behalf \$13,730.75 in settlement monies.

12. Richmond voluntarily declined reinstatement of employment with Penn Line.

13. Penn Line has instituted measures to ensure that any type of violation of the nature alleged in the FEC case, and/or in other two actions will not occur in the future by, among other things, providing training specifically to its field personnel, as well as other personnel, clarifying the proper process to handle the type of issues raised by Richmond.

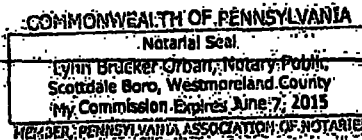
FURTHER AFFIANT SAITH NAUGHT.

PENN LINE SERVICES, INC.

By: 
Its: Vice-president

Taken, subscribed and sworn to before me this 20th day of June, 2014.

My commission expires: _____




Notary Public

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

JEFFREY L. RICHMOND,

Plaintiff,

v.

CIVIL ACTION NO.: 12-C-2567
JUDGE Kaufman

PENN LINE CORPORATION,

Defendant.

COMPLAINT

1. The Plaintiff, Jeffrey L. Richmond, brings this action against the Penn Line Corporation ("Defendant"), for its failure to pay his employment wages timely in violation of the West Virginia Wage Payment and Collection Act ("WPCA").

2. Jurisdiction is proper in this Court as the amount in controversy will not exceed seventy-five thousand (\$75,000) dollars.

PARTIES

3. Plaintiff was at all times relevant herein, a resident of West Virginia.

4. Defendant is a Pennsylvania corporation, and at all relevant times herein conducted business in Kanawha County, West Virginia.

FACTS

5. Plaintiff worked for Defendant until his discharge on October 16, 2012.

6. Defendant failed to pay Plaintiff his employment wages in full within seventy-two (72) hours of being discharged.

7. Plaintiff did not receive his final employment wages from Defendant until on or after October 25, 2012.

CAUSE OF ACTION

1
EXHIBIT
A

(Violation of Wage Payment and Collection Act)

8. Plaintiff realleges and incorporates herein the allegations contained in the preceding paragraphs.

9. Defendant's failure to pay Plaintiff his employment wages owed in full within seventy two (72) hours of being discharged violates W. Va. Code § 21-5-1, *et seq.*

10. Defendant's action violated the WPCA entitling the Plaintiff to treble damages and to attorneys' fees and costs pursuant to W. Va. Code §§ 21-5-4 and 21-5-12.


WHEREFORE, Plaintiff prays for the following relief:

1. Damages set forth in this Complaint, including all remedies afforded under the West Virginia Wage Payment and Collection Act.
2. Pre and post judgment interest as provided by law;
3. Attorneys' fees and costs; and
4. Such further relief as this court may deem just and equitable.

JURY TRIAL DEMAND

Plaintiff demands a jury trial on all issues triable to a jury.

JEFFREY L. RICHMOND,
By Counsel.


Todd S. Bailess (WVSB# 10482)
Joy B. Mega (WVSB# 9960)
Bailess Law, PLLC
227 Capitol Street
Charleston, West Virginia 25301
T: (304) 342-0550/F: (304) 344-5529

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

JEFFREY L. RICHMOND,

Plaintiff,

V.

CIVIL ACTION NO.: 12-C-2567
THE HONORABLE TOD J. KAUFMAN, JUDGE

PENN LINE CORPORATION,

Defendant.

AGREED DISMISSAL ORDER

This day came the Plaintiff, Jeffrey L. Richmond, by counsel, Todd S. Bailless, and the Defendant, Penn Line Corporation, by counsel, Mary K. Prim, and represented to this Honorable Court that the matters in dispute between them have been compromised and settled, including the Complaint and all Counterclaims and Cross-claims which are now pending, and any and all future claims arising from the issues raised in the above-styled action; that the settlement represents a good faith settlement within the contemplation of Board of Education of McDowell County v. Zando, Martin and Milstead, Inc., 390 S.E.2d 796 (W. Va. 1990) and Smith v. Monongahela Power Company, 429 S.E.2d 643 (W. Va. 1993) and is intended to extinguish any claims, including, but not limited to claims for contribution, arising out of or related to the above-styled lawsuit; and that the parties jointly move to dismiss this action with prejudice.

WHEREFORE, it appearing to this Court that such is proper and there being no objections, It is hereby ORDERED, ADJUDGED and DECREED that the above-styled matter, including the Complaint and all Counterclaims and Cross-claims which are now pending, and any and all future claims arising from the issues raised in it are DISMISSED WITH PREJUDICE and that each party is to bear its own court costs and expenses, including attorney's fees.

EXHIBIT

C

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

Date Filed

9-CA-095986

January 8, 2013

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Penn Line Service, Incorporated

b. Tel. No. 724-887-9110

c. Cell No.

f. Fax No 724-887-0545

g. e-Mail

d. Address (Street, city, state, and ZIP code)

300 Scottsdale Ave
PO Box 462
Scottsdale, PA 15683

e. Employer Representative

Paul Mongell, President

h. Number of workers employed
at least 100i. Type of Establishment (factory, mine, wholesaler, etc.)
servicej. Identify principal product or service
construction and engineeringk. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1st
subsections) 8(a)(1) and (3) (2)

of the National Labor Relations Act, and these unfair labor

practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce
within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Jeff Richmond

4a. Address (Street and number, city, state, and ZIP code)

Meadow Bridge, WV 25976

4b. Tel. No.

4c. Cell No.

4d. Fax No.

4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor
organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 703-321-8510

By



(Signature of representative or person making charge)

Sarah E. Hartsfield

(Print name and title or office, if any)

Office, if any, Cell No.

Fax No 703-321-9319

e-Mail

Address 8001 Braddock Rd, Suite 600, Springfield, VA 22160

1/7/13

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT

D

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ATTACHMENT

1. On or about July 10, 2012, Charging Party was hired by Respondent employer in a bargaining unit represented by Laborers' International Union of North America, AFL-CIO ("LIUNA"), Local 453 and its affiliates.
2. On date of hire, and before and after, Respondent Employer informed Charging Party and similarly situated employees that their jobs were "union jobs," requiring membership in the unions as a condition of employment.
3. Charging Party never signed a card for union membership or authorizing automatic deduction for full union membership dues from his wages when he was initially hired.
4. Beginning with his first paycheck, Respondent Employer automatically deducted full union membership dues from Charging Party's and similarly situated employees' paychecks without authorization.
5. It was not until on or about October 5, 2012, Respondent Employer provided Charging Party with a union membership card which included 1) signing up for union membership; 2) authorizing deductions for LIUNA's political action committees ("PAC"), the Laborers' Political League (LPL) and West Virginia Laborers District Council Political Action Committee (WVLDLDC-PAC); and 3) authorizing automatic deductions for union dues. Respondent employer did not provide Charging Party and similarly situated employees with their *General Motors* and *Beck* rights.
6. On or about October 8, 2012, Charging Party completed the card, but did not sign the portion authorizing deductions for the union's political action committees, and mailed it in.
7. On or about October 15, 2012, Respondent Employer's agent, Supervisor Orval Lee Walls, told Charging Party and similarly situated employees he was returning the union paperwork to be filled out.
8. On or about October 16, 2012, Charging Party informed Respondent Employer's agent, Mr. Walls, that he would not sign the union form authorizing deductions for the unions' PACs for moral reasons. After making a phone call, Supervisor Walls told Charging Party and similarly situated employees that they must sign the card or go home. Refusing to compromise his morals, Charging Party did not sign the card. As a result, Respondent employer terminated him from employment.
9. At no time did Respondent Employer or the LIUNA union provide Charging Party and similarly situated employees with notice of their rights to become or remain nonmembers under *General Motors* and *Pattern Makers*, or their right to pay only a reduced financial core fee under *CWA v. Beck*. The employer also failed to provide the employees with the union's calculation or financial disclosure information about the amount of the reduced financial core fees.
10. Respondent employer, in conjunction with the LIUNA union, violated Charging Party's and similarly situated employees' Section 7 rights by: 1) failing to provide them with notice of their rights to become or remain nonmembers and to object to paying full union dues under cases such as *CWA v. Beck*, *California Saw*, 320 NLRB 224 (1995) and *L. D. Kichler Co.*, 335 NLRB 1427 (2001); 2) failing to provide Charging Party and similarly situated employees with any financial information about the reduced financial core fees that they would be required to pay as a nonmember objector. *Teamsters Local 579 (Chambers & Owen)*, 350 NLRB 1166 (2007); 3) requiring Charging Party and similarly situated employees to be union members as a condition of employment; 4) requiring Charging Party and similarly situated employees to pay full union dues as a condition of employment; 5) automatically deduction full union membership dues from the

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wages of Charging Party and similarly situated employees without authorization; 6) requiring Charging Party and similarly situated employees to pay contributions to the union's political action committees as a condition of employment; 7) threatening Charging Party and similarly situated employees with termination if they did not completely fill out the union card, including the portion relating to the political action committees; and 8) terminating [constructive discharge] Charging Party and similarly situated employees from employment because they refused to fully complete the union card, particularly the "voluntary" check-off of contributions to the union's political action committees.

11. All of the above acts and omissions, and related ones, threaten, restrain and coerce the Charging Party and the similarly situated employees in exercising their §7 rights to refrain from collective activity and violate the duty of fair representation. All employees in this unit are entitled to a nunc pro tunc dues refund remedy under cases such as *Rochester Manufacturing Co.*, 323 NLRB 260 (1997) and *Teamsters Local 492 (United Parcel Service)*, 346 NLRB 360 (2006).

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INTERNET
FORM NLRB-508
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

9-CB-095975

Date Filed

January 8, 2013

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a Name

Laborers International Union of North America, Local 453

b Union Representative to contact

Bill Taraczkozy

c Address (Street, city, state, and ZIP code)

2306 S Fayette St
Beckley, WV 25801

d Tel No.

304-252-8518

e Cell No

f Fax No.

304-253-1305

g e-Mail

h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) 8(b)(1)(A) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment

3. Name of Employer

Penn Line Service, Incorporated

4a Tel No.

724-887-9110

b Cell No.

c Fax No.

724-887-0545

d e-Mail

5. Location of plant involved (street, city, state and ZIP code)

300 Scottsdale Ave, Scottsdale, PA 15683

6. Employer representative to contact

Paul Mongell

7 Type of establishment (factory, mine, wholesaler, etc.)
service8 Identify principal product or service
construction and engineering9 Number of workers employed
At least 100

10. Full name of party filing charge

Jeff Richmond

11a Tel No

b Cell No

c Fax No

d e-Mail

11 Address of party filing charge (street, city, state and ZIP code.)

1, Meadow Bridge, WV 25976

12. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief

By Sarah E. Hartsfield Sarah E. Hartsfield Staff Attorney
(signature of representative or person making charge) (Print name and title or office, if any)

8001 Braddock Rd, Suite 600, Springfield, VA 22160

Address

(date) 1/7/13

Tel. No.

703-321-8510

Cell No.

Fax No

703-321-9319

e-Mail

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

EXHIBIT

E

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ATTACHMENT

1. On or about July 10, 2012, Charging Party was hired by Penn Line Service, Incorporated ("Employer") in a bargaining unit represented by Respondent unions.
2. On or about date of hire, and before and after, Respondent union knew that the Employer was telling Charging Party when he was hired that the job was a "union job" and that union membership was a condition of employment.
3. On or about date of hire, Charging Party and similarly situated employees did not sign any union membership card, or any form authorizing the automatic deduction of full union membership dues from their wages; yet, without said authorization and beginning with the first paycheck, Respondent unions accepted and retained full union membership dues from their wages.
4. On or about October 5, 2012, the Employer provided Charging Party and similarly situated employees with a card that included a sign up for union membership; authorization for dues deductions for Respondent unions' political action committees ("PAC"), the Laborers' Political League (LPL) and West Virginia Laborers District Council Political Action Committee (WVLDC-PAC); and authorization for automatic payroll deduction of union dues and other deductions. Respondent unions did not provide Charging Party and similarly situated employees with their *General Motors* and *Beck* rights.
5. On or about October 8, 2012, Charging Party signed the card, but did not sign the portion authorizing deductions for the union's PACs, and mailed it in.
6. On or about October 15, 2012, the Employer's agent, Supervisor Orval L. Wells, informed Charging Party and similarly situated employees that the union paperwork was on its way back for them to fill out.
7. On or about October 16, 2012, Charging Party told Supervisor Wells he would not sign the card authorizing deductions for the unions PACs based on moral reasons. Wells made immediately after, the supervisor made a phone call. After ending the phone conversation, the supervisor informed Charging Party and similarly situated employees that they must sign the card or go home, even though the card states that such authorization is voluntary. Refusing to compromise his morals, Charging Party did not sign the card, and Respondent employer terminated him from employment.
8. Respondent unions' caused the Employer to discriminate against Charging Party and similarly situated employees for exercising their § 7 rights by requiring them to sign the portion of the unions' form for "voluntary" deductions for the unions' political action committees, having the Employer threaten termination if refused to sign, and the actual termination of Charging Party and similarly situated employees for refusing to authorize deductions for the unions' political action committees.
9. At no time did Respondent unions provide Charging Party and similarly situated employees with notice of their rights to become or remain nonmembers under *General Motors* and *Pattern Makers*, or their right to pay only a reduced financial core fee under *CWA v. Beck*. The employer also failed to provide the employees with the union's calculation or financial disclosure information about the amount of the reduced financial core fees.
10. Respondent unions violated Charging Party's and similarly situated employees' § 7 rights by: 1) failing to provide them with notice of their rights to become or remain nonmembers and to object to paying full union dues under cases such as *CWA v. Beck*, *California Saw*, 320 NLRB 224 (1995) and *L. D. Kichler Co.*, 335 NLRB 1427 (2001); 2) failing to provide them with any financial information about the reduced financial core fees that they would be required to pay as a

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nonmember objector. *Teamsters Local 579 (Chumbers & Owen)*, 350 NLRB 1166 (2007); 3) requiring Charging Party and similarly situated employees to be union members and pay full union dues as a condition of employment; 4) automatically deducting full union dues from Charging Party's and similarly situated employees' wages without their authorization; 5) requiring and causing the Employer to require Charging Party and similarly situated employees to pay contributions to the union's PACs as a condition of employment; threaten Charging Party and similarly situated employees with termination for not authorizing union PAC deductions; and terminating Charging Party and similarly situated employees from employment because they did not sign all sections of the union card.

11. All of the above acts and omissions, and related ones, threaten, restrain and coerce the Charging Party and the similarly situated employees in exercising their §7 rights to refrain from collective activity and violate the duty of fair representation. All employees in this unit are entitled to a nunc pro tunc dues refund remedy under cases such as *Rochester Manufacturing Co.*, 323 NLRB 260 (1997) and *Teamsters Local 492 (United Parcel Service)*, 346 NLRB 360 (2006).

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Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
Initials

No _____
Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on April 10, 2013 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party PENN LINE SERVICE, INC.		Charging Party JEFFERY RICHMOND, an Individual	
By: Mary K. Prim, Attorney at Law	Date	By: Sarah E. Hartsfield, Attorney at Law	Date
/s/ Mary K. Prim	05/13/2013	/s/ Sarah E. Hartsfield	5/13/13
Recommended By:	Date	Approved By:	Date
/s/ Rachel Kurtzleben Rachel K. Kurtzleben, Field Examiner	5/14/13	Laura E. Atkinson, Acting Gary W. Muffley, Regional Director, Region 09	5/15/13

1004440001

FORM NLRB-4722
(6-08)

NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

PAGE 2

WE WILL reimburse all Unit employees hired since July 10, 2012, for all Political Action Committee or Political League fees deducted from their wages, who were required to sign the Union's Voluntary Check-off Authorization for its Political League and Political Action Committee Authorization, plus interest.

WE WILL make whole Jeffrey Richmond for any loss of earnings and other benefits resulting from his discharge, plus interest. Jeffrey Richmond has voluntarily declined reinstatement.

WE WILL, within 14 days after the date of the approved Settlement Agreement, remove from our files all references to the discharge of Jeffrey Richmond and WE WILL, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL file a report with the Social Security Administration allocating backpay to the appropriate quarters.

PENN LINE SERVICE, INC.

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT**

IN THE MATTER OF

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, Case 09-CB-095975
LOCAL 453, AFL-CIO (PENN LINE SERVICE, INCORPORATED)**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING AND MAILING OF NOTICES — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to members. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all current and former employees in the appropriate bargaining unit as defined in the collective-bargaining agreement between it and Penn Line Service, Inc., employed at any time since July 10, 2012. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of members to whom the Notices were mailed.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party, jointly and severally with Penn Line Service, Inc., will reimburse the employees named below for all Political Action Committee or Political League fees by payment to them of the amount opposite their names with no withholdings.

<u>Name</u>	<u>PAC Fees</u>
Jeffrey Richmond	\$ 45.44
Daniel Schwartz	\$ 77.88

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

EXHIBIT

G

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on April 10, 2013 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

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Charged Party LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 453, AFL-CIO		Charging Party JEFFERY RICHMOND, an Individual	
By: Roger D. Williams, Attorney at Law	Date	By: Sarah E. Hartsfield, Attorney at Law	Date
/s/ Roger D. Williams	5-13-13	/s/ Sarah E. Hartsfield	5/13/13
Recommended By:	Date	Approved By:	Date
/s/ Rachel K. Kurtzleben Rachel K. Kurtzleben, Field Examiner	5/14/13	/s/ Laura E. Atkinson, Acting Gary W. Muffley Regional Director, Region 09	5/15/13

COPY



www.pennline.com 300 Scottsdale Avenue, Scottsdale, PA 15683 phone 724-887-9110 fax 724-887-0545

May 28, 2013

CERTIFIED MAIL (Return Receipt Requested)
Article No. 7012 1640 0000 1389 2213

Mr. Jeffrey L. Richmond
1432 Meadow Bridge Road
Meadow Bridge, WV 25976

Re: **NOTICE OF EXPUNGEMENT OF RECORDS**
Penn Line Service, Inc.
Case No.: 09-CA-095986

Dear Mr. Richmond:

Pursuant to the settlement of NLRB Case 09-CA-095986, Penn Line Service, Inc. has removed from the records held by the company all reference of your discharge which occurred in October of 2012.

Thank you.

Very truly yours,

PENN LINE SERVICE, INC.

Ron Hill
Vice President

RH/xx

cc: Mary Prim, Esq. (for NLRB)

EXHIBIT
H

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